

**TO SUBMIT AN OFFER, THE CONTRACTOR IS REQUIRED TO COMPLETE PAGES 9 AND 10 AND FAX NO LATER THAN: 11 AM DECEMBER 4, 2008 FAX NO. 843-743-2068. ANY QUOTES RECEIVED AFTER 11 AM WILL NOT BE CONSIDERED.**

PLEASE: Do Not fax Double sets or extra forms that have not been requested like the GPO 910 Form, only pages 9 and 10 of these specifications with all of the information completed as requested.

THIS PROCUREMENT IS BEING SOLICITED AS A SMALL PURCHASE REQUEST FOR QUOTATION (RFQ). THE SEALED BIDDING TERMINOLOGY AS USED THROUGHOUT THESE SPECIFICATIONS IS SYNONYMOUS WITH THEIR NEGOTIATED PROCUREMENT COUNTERPARTS UNLESS SPECIFICALLY STATED OTHERWISE. NEGOTIATED PURSUANT TO 41 U.S.C. 5(1).

U.S. GOVERNMENT PRINTING OFFICE  
Charleston, SC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

THE SPECTRUM

as requisitioned from the U.S. Government Printing Office (GPO) by the

Document Automation & Production Service Jacksonville, FL for  
Army Corps of Engineers, Jacksonville, FL

Single Award

CONTRACT TERM: The term of this contract is for the period beginning Date of Award and ending November 30, 2009, plus up to four optional 12-month extension periods that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

NOTE: Direct all questions concerning these specifications to Joy Mims (843) 743-2036, ext. 12, or e-mail [jmims@gpo.gov](mailto:jmims@gpo.gov). No collect calls.

**NOTE: This is a new program. There is no previous abstract.**

**Bids due by 11:00 a.m. on December 4, 2008.**

**Bids may be submitted via telephone facsimile (FAX) machine prior to the specified time. TELEPHONE QUOTATIONS ARE NOT ACCEPTABLE. To submit a bid, bidders must execute and submit the "Schedule of Prices" (pages 9 and 10).**

## SECTION 1. - GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised April 1996)).

GPO PUB. 310.2 AND 310.1 ARE AVAILABLE ON THE GPO WEB SITE AT  
<http://www.gpo.gov/printforms/index.html>

**QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

**Product Quality Levels:**

- (a) Printing (page related) Attributes -- Level III.
- (b) Finishing (item related) Attributes -- Level III.

**Inspection Levels (from ANSI/ASQC Z1.4):**

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	OK'd Proofs/Disk Output
P-10. Process Color Match	OK'd Proofs/Disk Output

**SUBCONTRACTING:** Subcontracting will not be permitted.

**OPTION TO EXTEND THE CONTRACT TERM:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

**Price adjustment period:** For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

**Price adjustment:** The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average,

seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.

- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through November 30, 2009 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept

an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

**PAYMENT:** Submit all billing to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, D.C. 20401.

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5, Disputes is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/printforms/pdf/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

#### REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation are applicable.

#### POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

(a) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) During performance, in whole or in part, of this contract on a Federal facility, the Contractor shall provide to the Contracting Officer all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA, the emergency notice requirements of Section 304 of EPCRA, the list of Material Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

## **SECTION 2. – SPECIFICATIONS**

**SCOPE:** These specifications cover the production of a news magazine requiring such operations as electronic pre-press, proofs, printing, binding, packing, and distribution.

**TITLE:** The Spectrum News Magazine.

Although this is an option year contract, all estimates, averages, etc. will be based upon one year's production.

**FREQUENCY OF ORDERS:** Quarterly (approximately 4 issues per year).

**QUANTITY:** Approximately 2,500 copies per order.

**NUMBER OF PAGES:** Approximately 8 pages per order.

**TRIM SIZE:** 8-1/2 x 11".

**GOVERNMENT TO FURNISH:**

Electronic Media:

Platform: IBM or compatible using Windows 2000 or NT operating systems.

Storage Media: CD-ROM

Software: Adobe InDesign CS, Adobe PhotoShop CS and Acrobat Professional.

Files will be furnished in native application format.

Note: All software upgrades (for specified applications) which may occur during the term of the contract must be supported by the contractor.

Fonts: All printer and screen fonts will be furnished.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Dummy for page make up.

Print orders.

Identification markings such as register marks or commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on electronic files, must not print on finished product.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the Charleston PPO (843-743-2036) immediately.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

The contractor shall make all revisions to the electronic files. Prior to making revisions, the contractor shall copy the furnished files and make all changes to the copy.

**PROOFS:** One set of digital color content proofs. At contractor's option, a film-based composite blueline may be submitted. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product.

One set of digital one-piece composite laminated color proofs (Cromalin, Matchprint, etc.) for all pages. At contractor's option, digital color proofs (Kodak Approval, Screen TrueRite, or similar) with a minimum resolution of 1800 may be furnished. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs will be used for color match on the press and must be representative of final output.

The contractor will be responsible for performing all necessary proofreading to insure that the proofs are in conformity with the materials submitted.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an "OK to print".

**STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 2008.

**NOTICE:** Copies of the "Government Paper Specifications Standards, No. 12," dated February 2008, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

**STOCK:** White Litho (Gloss) Coated Book, grammage 105 g/m<sup>2</sup> (basis weight: 70 lbs per 500 sheets, 25 x 38"), equal to JCP Code A180.

**INK:** If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) News ink, 40 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heat-set ink, 10 percent. High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.

**PRINTING:** Must be printed offset. Print head-to-head in four-color process with bleeds. Occasionally, text, rules, and photos cross the gutter and must line up.

**SPECIAL ISSUE:** Approximately one issue per year will include a fold in as the center spread. Center spread will not exceed an overall width of 27". Fold in will print head to head in 4-color process.

**MARGINS:** As indicated in the electronic media or on the print order.

**BINDING:** Saddle-wire stitch in two places on the 11” side and trim three sides.

**PACKING:** Suitably. Each shipping container must not exceed 40 lbs. when fully packed for delivery.

Shipping containers shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

**LABELING AND MARKING:** Reproduce shipping container label from furnished copy, fill in appropriate blanks and attach to shipping containers.

**DISTRIBUTION:** Deliver f.o.b. destination to the following addresses:

250 copies to:  
South Atlantic Division, Room 9M15  
60 Forsyth St. S.W.  
Atlanta GA 30303-8801  
Attn: Rob Holland, Public Affairs

150 copies to:  
Charleston District  
69A Hagood Ave  
Charleston SC 29403-0919  
Attn: Glenn Jeffries, Public Affairs

50 copies to:  
Mobile District  
109 Saint Joseph St  
Mobile AL 36602  
Attn: Pat Robbins, Public Affairs

400 copies to:  
Savannah District  
100 W. Oglethorpe Ave  
Savannah GA 31401  
Attn: Billy Birdwell, Public Affairs

500 copies to:  
Wilmington District  
69 Darlington Ave  
Wilmington NC 28403  
Attn: Penny Schmitt, Public Affairs

Balance (approximately 1,150) to:  
Jacksonville District  
701 San Marco Blvd  
Jacksonville FL 32207  
Attn: Nancy Sticht, Corporate Communications Office

Upon completion of each order, all furnished materials must be returned to the address listed under “SCHEDULE”.

All expenses incidental to the pickup and return of furnished materials, submitting proofs, and furnishing sample copies, must be borne by the contractor.

**RECEIPT FOR DELIVERY:** Contractor must furnish his own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor’s billing for payment.

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

No definite schedule for pickup of material can be predetermined. Furnished material will be ready for pickup upon notification by the Government.

Furnished material and proofs must be picked up from and delivered to: US Army Corps of Engineers (Nancy Sticht/Linda Torres), 701 San Marco Blvd, Jacksonville FL 32207 during the working hours of 9:00 a.m. – 3:00 p.m., Monday through Friday, excluding government holidays.

The following schedule begins upon notification of the availability of print order and furnished material.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule.

WD After

Contractor submit proofs.....	2
Contractor pickup approved/corrected proofs.....	1
Contractor must make complete delivery.....	4

The ship/deliver date indicated on the print order is the date products ordered must be delivered to the destination specified.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

### **SECTION 3. - DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during the term of the contract.

The following item designations correspond to those listed in the "Schedule of Prices".

I.	(1)	(2)
(a)	32	800
II.	(1)	(2)
(a)	2	50



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#### SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All billing submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

Cost of all required paper must be charged under Item I or Item II as applicable.

- I. **COMPLETE PRODUCT:** Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

A charge will be allowed for each page whether printed or blank.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
(a) Per page.....	\$ _____	\$ _____

- II. **SPECIAL ISSUE FOLD IN PAGE:** Prices offered shall include the cost of all required materials and operations necessary for the complete production of the fold in listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
(a) Per 27" page.....	\$ _____	\$ _____

\_\_\_\_\_  
(Initials)

**BIDDER'S NAME AND SIGNATURE:** Fill out and return via mail/fax "Section 4. – Schedule of Prices", initial or sign in the space provided.

**DISCOUNTS ARE OFFERED FOR PAYMENT AS FOLLOWS:** \_\_\_\_ percent, \_\_\_\_ calendar days. (Refer to Article 12 "Discounts" of Solicitation Provisions in GPO Contract Terms (Pub. 310.2)).

**BIDDER:** \_\_\_\_\_

\_\_\_\_\_  
(Street Address – City – State – Zip Code)

**BY:** \_\_\_\_\_  
(Signature and title of person authorized to sign this bid)

\_\_\_\_\_  
(Person to be contacted)                      (Telephone Number)                      (Fax Number)

**CONTRACTOR CODE:** \_\_\_\_\_

**SHIPMENT(S) WILL BE MADE FROM:** City \_\_\_\_\_, State \_\_\_\_\_

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